

UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE

APRIL M. WOOD,

Plaintiff,

v.

THE UNITED STATES OF AMERICA,

Defendant.

Case No. 1:14-cv-00399-JDL

**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF  
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**

It is hereby stipulated by and between the undersigned Plaintiff (meaning any person, other than the defendant and the parties' attorneys, signing this agreement waiving and releasing claims, whether or not a party to this civil action), and the Defendant, United States of America, including its agents, servants, and employees (hereinafter "Defendant" or "United States"), collectively, "the Parties," by and through their respective attorneys, as follows:

1. The parties to this Stipulation for Compromise Settlement and Release (hereinafter "Stipulation") do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Stipulation.

2. In consideration for Plaintiff's agreement to accept the terms and conditions of this settlement, the United States agrees to pay the sum of Eight Hundred Thousand Dollars (\$800,000.00) (the "Settlement Amount"), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from

the subject matter of this Stipulation, including any claims for wrongful death, for which Plaintiff or her guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiff and her guardians, heirs, executors, administrators or assigns hereby agree to accept the sums set forth in this Stipulation in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which she may have or hereafter acquire against Defendant, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff and her guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless Defendant, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by Plaintiff or her guardians, heirs, executors, administrators or assigns against any third party or against Defendant, including claims for wrongful death.

4. This Stipulation is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of Defendant, its agents, servants, or employees, and it is specifically denied that they are liable to Plaintiff. This Stipulation is entered into by all Parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the Parties, that the respective Parties will each bear their own costs, fees, and expenses and that any attorney's fees owed by Plaintiff to her attorneys will be paid out of the Settlement Amount and not in addition thereto.

6. It is also understood by and among the Parties that pursuant to Title 28, United States Code, Section 2678, attorney's fees for services rendered in connection with this action shall not exceed 25 per centum of the amount of the Settlement Amount.

7. The persons signing this Stipulation warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the Stipulation.

8. Payment of the Settlement Amount will be made by Defendant to Plaintiff's undersigned attorney by government wire transfer as per the following:

- A. Name of Bank: Kennebec Savings Bank
- B. Street Address of Bank: 150 State Street
- C. City, State and Zip Code of Bank: Augusta, Maine 04330
- D. Routing Number: 211274421
- E. Name on Account: Lipman & Katz
- F. Type of Account: Escrow
- G. Account Number: 9050097482

9. Plaintiff's attorney agrees to distribute the Settlement Amount proceeds to Plaintiff less attorney fees and costs and statutory liens, if any, and, within five business days of execution of this Stipulation, to file a joint stipulation of dismissal pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), dismissing the above-captioned action with prejudice, with each party bearing its own fees, costs, and expenses, with this Stipulation attached as Exhibit A to the joint

stipulation of dismissal.

10. The Parties agree that this Stipulation, including all the terms and conditions of this compromise settlement, may be made public in their entirety, and the Plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. §552a(b).

11. Any and all individual taxation consequences as a result of this Stipulation are the sole and exclusive responsibility of Plaintiff. Defendant does not warrant any representation of any tax consequences of this Stipulation. Nothing contained herein shall constitute a waiver by Plaintiff of any right to challenge any tax consequences of this Stipulation.

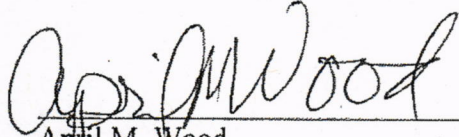
12. Plaintiff represents that she has read, reviewed and understands this Stipulation, and that she is fully authorized to enter into the terms and conditions of this agreement and that she agrees to be bound thereby. Plaintiff further acknowledges that she enters into this Stipulation freely and voluntarily. Plaintiff further acknowledges that she has had sufficient opportunity to discuss this Stipulation with her attorney, who has explained the document to Plaintiff and that Plaintiff understands all of the terms and conditions of this Stipulation.

13. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

WHEREAS, the parties accept the terms of this Stipulation for Compromise Settlement and Release as of the dates written below:

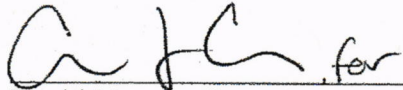
*[Remainder of this page intentionally left blank; signatures next page]*

Dated: February <sup>24</sup>, 2020

  
April M. Wood  
Plaintiff

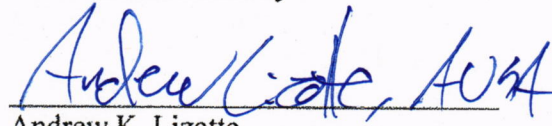
March 2,  
Dated: ~~February~~, 2020

Lipman & Katz  
Attorneys for Plaintiff

  
David Lipman, Esq.

March  
Dated: ~~February~~, 2020

HALSEY B. FRANK  
United States Attorney

  
Andrew K. Lizotte  
Assistant U.S. Attorney